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**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**12/20/2022**

**BCC MEETING DATE**

**TO:** Hunter S. Conrad, County Administrator **DATE:** November 14, 2022

**FROM:** Greg Caldwell, MPA, Public Works Director **PHONE:** 904 209-0266

**SUBJECT OR TITLE:** First Amendment to Impact Fee Credit Agreement for Villages West (aka Turnbull) Park

**AGENDA TYPE:** Consent Agenda, Contract, Resolution

**BACKGROUND INFORMATION:**

On October 25, 2021, the County entered into an Impact Fee Credit Agreement (the "Agreement") with Sunshine Holdings, LLC ("Sunshine") regarding construction of improvements on SR 16 and the entrance road to Villages West Park. The Agreement sets forth certain terms, conditions, and a timeline for the design and construction of the improvements, including automatic termination of the Agreement if construction did not commence or the Agreement was not extended by January 1, 2023. Permitting issues and cost increases have delayed the commencement of project construction. The County and Murabella Owner, LLC (successor in title to Sunshine and assignee under the Agreement) desire to amend the Agreement to extend the timeline for commencement of construction and the date of automatic termination of the Agreement.

**1. IS FUNDING REQUIRED?**   No   **2. IF YES, INDICATE IF BUDGETED.**   No    
**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**  
**INDICATE FUNDING SOURCE:**

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2022-\_\_\_\_\_, approving the First Amendment to Impact Fee Credit Agreement between St. Johns County and Murabella Owner, LLC for State Road 16 Improvements and Villages West Park Entrance and authorizing the County Administrator, or designee, to execute the Amendment on behalf of the County.

**For Administration Use Only:**  
**Legal:** Kealey West 11/29/2022 **OMB:** WS 11/30/2022 **Admin:** Sarah Taylor 11/30/2022

RESOLUTION NO. 2022 - \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT FOR STATE ROAD 16 IMPROVEMENTS AND VILLAGES WEST PARK ENTRANCE.**

**WHEREAS**, Sunshine Land Holdings, LLC (“Sunshine”) and St. Johns County entered into that certain Impact Fee Credit Agreement dated October 25, 2021 and recorded in Official Records Book 5403, Page 881 of the public records of St. Johns County, Florida, approved under Resolution 2021- 439 (the “Agreement”), regarding the construction of improvements on State Road 16 and the entrance road to Villages West Park; and

**WHEREAS**, under the Agreement, Sunshine was the owner, developer and projected Impact Fee payer of an adjacent 33-acre parcel to the west of Villages West Park, known as the Marketplace; and

**WHEREAS**, Murabella Owner, LLC, (“Murabella”) is the successor in title to Sunshine, acquiring the Marketplace property by way of a Special Warranty Deed recorded at Official Records Book 5417, Page 1861 of the public records of St. Johns County, Florida; and

**WHEREAS**, the Agreement set forth certain terms, conditions, and timeline for the design and construction of State Road 16 improvements for direct access to Villages West Park and a commercial driveway connecting the Villages West Park driveway to the Marketplace, including cost share, conveyance of easements, and receipt of certain Road Impact Fee Credits, as set forth in the Agreement; and

**WHEREAS**, the Agreement allows for, and Murabella and County desire to amend the Agreement to extend the date for commencement of construction of the State Road 16 Improvements and the Villages West Park Entrance.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The County Administrator is hereby authorized to approve and execute the First Amendment to Impact Fee Credit Agreement between Murabella Owner, LLC and the County substantially in the form attached hereto and incorporated herein by reference.

Section 2. Upon acceptance by the County Administrator, the Clerk is instructed to record the Amendment in the official records of St. Johns County, Florida and cross reference the recorded Amendment to the Agreement recorded at Book 5403, Page 881 of the official records of St Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

\_\_\_\_\_  
Christian Whitehurst, Chair

ATTEST:  
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**FIRST AMENDMENT TO**  
**IMPACT FEE CREDIT AGREEMENT**  
**Intersection of State Road 16 and Villages West Park Entrance**

**THIS FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT** (“**Amendment**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“**Effective Date**”), by and between **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida (“**County**”) and **MURABELLA OWNER, LLC**, a Florida limited liability company, its successors and assigns (“**Murabella**”). County and Murabella are sometimes referred herein each as “**Party**” or collectively as “**Parties**.”

**RECITALS**

A. Sunshine Land Holdings, LLC (“**Sunshine**”) and County entered into that certain Impact Fee Credit Agreement dated October 25, 2021 and recorded in Official Records Book 5403, Page 881 of the public records of St. Johns County, Florida, approved under Resolution 2021- 439 (the “**Agreement**”), regarding the construction of improvements on State Road 16 and the entrance road to Villages West Park.

B. County is planning the development of an active recreation park featuring soccer and baseball fields on property owned by County at 4881 State Road 16, known as Villages West Park.

C. Under the Agreement, Sunshine was the owner, developer and projected Impact Fee payer of an adjacent 33-acre parcel to the west of Villages West Park, known as the Marketplace, as more particularly described in the Agreement.

D. Murabella Owner, LLC, is the successor in title to Sunshine, acquiring the Marketplace property by way of a Special Warranty Deed recorded at Official Records Book 5417, Page 1861 of the public records of St. Johns County, Florida.

E. Sunshine has assigned all of its rights, obligations, and interest in the Agreement to Murabella.

F. The Agreement set forth certain terms, conditions, and timeline for the design and construction of State Road 16 improvements for direct access to Villages West Park and a commercial driveway connecting the Villages West Park driveway to the Marketplace, including cost share, conveyance of easements, and receipt of certain Road Impact Fee Credits, as set forth in the Agreement.

G. Section 7 of the Agreement allows for, and the Parties desire to extend the date of automatic termination of the Agreement and the date upon which construction of the State Road 16 Improvements and the Villages West Park Entrance must be commenced.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by reference.

2. Extension. The date for the commencement of construction referenced in Sections 2, 5, and 7 of the Agreement is hereby extended from January 1, 2023, to January 1, 2024, and the date of automatic termination of the Agreement referenced in section 7 of the Agreement is hereby extended from January 1, 2023, to January 1, 2024. Further, the date upon which the Parties agree to work in good faith to complete construction of the SR-16 Improvements and the Villages of West Park Entrance referenced in section 7 of the Agreement is hereby extended from August 1, 2022, to August 1, 2024, as the same may be further extended by the Parties pursuant to Section 7 of the Agreement. As of the Effective Date of this Amendment, all references in the Agreement to the date of commencement of construction shall mean January 1, 2024, as extended by this Amendment.

3. Effectiveness; Ratification of the Agreement. Except as expressly provided in this Amendment, all terms, conditions, and provisions of the Agreement remain unchanged and shall remain in full force and effect.

4. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, successors in title and assigns.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Parties here to have executed this Amendment effective as of the Effective Date set forth above.

**WITNESS:**

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Hunter S. Conrad  
County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by Hunter S. Conrad, as the County Administrator for ST. JOHNS COUNTY, a political subdivision of the Stat of Florida, on its behalf, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

**WITNESS:**

**MURABELLA OWNER, LLC**, a Florida limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: James D. Palermo

Title: Executive Vice President

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by James Palermo who is the Executive Vice President of **MURABELLA OWNER, LLC**, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

James D. Palermo  
General Counsel and Executive Vice President



November 11, 2022

**VIA FEDERAL EXPRESS**

Mr. Brian Kelsay, P. E.  
St. Johns County Public Works  
Engineering / Construction Services  
2750 Industry Center Road  
St. Augustine, Florida 32084

Re: Murabella Owner, LLC – St. Johns County, Florida  
First Amendment to Impact Fee Credit Agreement

Dear Mr. Kelsay:

Enclosed please find original of the First Amendment To Impact Fee Credit Agreement by and between Murabella Owner, LLC and St. Johns County, Florida that I have executed as Executive Vice President of Murabella Owner, LLC

Please send a scan of the fully executed Agreement to our outside counsel Adrienne C. Kendall. Her e-mail address is [AKendall@jpfirm.com](mailto:AKendall@jpfirm.com).

Thank you for your cooperation.

Very truly yours,



JAMES D. PALERMO

JDP/ms  
Enclosure (1)



**FIRST AMENDMENT TO**  
**IMPACT FEE CREDIT AGREEMENT**

**Intersection of State Road 16 and Villages West Park Entrance**

**THIS FIRST AMENDMENT TO IMPACT FEE CREDIT AGREEMENT** (“Amendment”) is made this 11th day of November, 2022 (“Effective Date”), by and between **ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida (“County”) and **MURABELLA OWNER, LLC**, a Florida limited liability company, its successors and assigns (“Murabella”). County and Murabella are sometimes referred herein each as “Party” or collectively as “Parties.”

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**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the Parties here to have executed this Amendment effective as of the Effective Date set forth above.

**WITNESS:**

**ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Hunter S. Conrad

County Administrator

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Hunter S. Conrad, as the County Administrator for ST. JOHNS COUNTY, a political subdivision of the Stat of Florida, on its behalf, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_

WITNESS:

Jayna Hawkins  
Name: Tayna L. Hawkins  
Valerie Pandy  
Name: VALERIE PANDY

MURABELLA OWNER, LLC, a Florida limited liability company

By: [Signature]  
Name: James D. Palermo  
Title: Executive Vice President

Date: November 11, 2022

STATE OF FLORIDA  
COUNTY OF ~~ST. JOHNS~~ HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 11th day of November, 2022, by James Palermo who is the Executive Vice President of MURABELLA OWNER, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Linda K. Pearce

NOTARY PUBLIC, State of Florida  
Name: Linda K. Pearce  
My Commission Expires: October 19, 2025  
My Commission Number is: HH 146227

